

TOWN COUNCIL MEETING

OCTOBER 25, 1994

6:30 P.M.

AGENDA

1. Roll Call & Pledge of Allegiance
2. Consider and Approve a Transfer of Funds in the Amount of \$252 from Health Insurance Acct. #001-8041-800-8300 to Physical Exams Acct. #001-1590-500-5750 - Personnel
3. Consider and Approve a Transfer of Funds in the Amount of \$3,000 from Health Insurance Acct. #001-8041-800-8300 to Physical Exams Acct. #001-1590-500-5750 - Personnel
4. Consider and Approve a Transfer of Funds in the Amount of \$11,000 from Health Insurance Acct. #001-8041-800-8300 to Retirement, Sick Leave Acct. #001-8041-800-8360 - Personnel
5. Consider and Approve a Transfer of Funds in the Amount of \$1,350 from College Training Acct. #2035-500-5710 to Public Safety Education Acct. #2035-400-4290 (New Account) - Fire Marshal
6. Consider and Approve a Resolution Supporting Wallingford Center Inc.'s Application to the Great American Main Street Award Contest - Mayor's Office
7. Report Out on the Status of the Relocation and/or Construction of Studio Space for Government Access Television as Requested by Councilor Geno J. Zandri, Jr.
8. Remove from the Table for Discussion and Possible Action on Outside Legal Counsel's Opinion Regarding the Town Council's Motion Regarding the Non-Union/Classified Employee's Salary Increases as Requested by Councilor Geno J. Zandri, Jr.
9. PUBLIC QUESTION AND ANSWER PERIOD - 7:30 P.M.
10. PUBLIC HEARING on a Proposed Ordinance Entitled, "Tax Abatement of Dairy Farm and Fruit Orchard Property" - 7:45 P.M.
11. Consider and Approve Modifying the Agreement for Architect Fees Associated with the School Building Expansion Project - Town Attorney
12. Discussion and Possible Action on Extending the Charge of the Advisory Maintenance Committee to Include Looking Into the Possibility of Building a Park & Recreation Center at the Community Lake Site Including Cost Estimates as Requested by Councilor Peter A. Gouveia

(OVER)

13. Discussion and Possible Action on Re-Constituting the Community Lake Study Committee as Requested by Councilor Albert. E. Killen
14. Discussion and Possible Action on the Feasibility of Constructing a Municipally-Owned and Operated Golf Course on Town of Wallingford-Owned Land Known as the Fitzgerald Property Located in the Town of Durham as Requested by Councilor Thomas Zappala
15. Consider and Approve Tax Refunds (#82-90) in the Amount of \$410.60 - Tax Collector
16. Note for the Record Financial Reports of the Wallingford Public Library, Senior Citizen Center and Visiting Nurse Association
17. Approve and Accept Minutes of the October 11, 1994 Town Council Meeting
18. Executive Session Pursuant to Section 1-18a(e)(2) of the CT. General Statutes with Regards to Pending Claim or Litigation
 - Excessive Compensation Matter
 - Small Claims matter of Robert G. Basilicato, et al
vs. Town of Wallingford
 - Guardian Life Tax Appeals

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6:30 P.M.

Addendum

19. Executive Session Pursuant to Section 1-18a(e)(4) of the CT. General Statutes with Regards to the Purchase, Sale and/or Lease of Property
 - School Building Expansion Project
20. Consider and Approve Authorizing the School Building Expansion Committee to Pursue the Possibility of Land Acquisition Associated with the School Building Expansion Project
21. Consider and Approve Authorizing the School Building Expansion Committee to Revise the Architectural Plan Associated with the School Building Expansion Project

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SUMMARY

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15. Approve Tax Refunds (#82-90) in the Amount of \$410.60	31
16. Note for the Record the Financial Reports of the Wallingford Public Library, Senior Citizen Center and Visiting Nurse Association	31
17. Approve and Accept the Minutes of the October 11, 1994 Town Council Meeting with Revisions to Pages 9 & 16	31
18. Executive Session Pursuant to Section 1-18a(e)(2) of the CT. General Statutes with Respect to Pending Litigation -Excessive Compensation Matters -Small Claims Matter of Robert G. Basilicato, et al vs. Town of Wallingford	
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Addendum

19. Executive Session Pursuant to Section 1-18a(e)(4) of the CT. General Statutes with Respect to the Purchase, Sale and/or Lease of Property -School Building Expansion Project	31-32
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21. Withdrawn	

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TOWN COUNCIL MEETING

OCTOBER 25, 1994

6:30 P.M.

The following is a record of motions made and acted upon at a regular meeting of the Wallingford Town Council held on Tuesday, October 25, 1994 in the Robert Earley Auditorium of the Wallingford Town Hall and called to Order by Chairman Thomas D. Solinsky at 6:32 P.M. All Councilors answered present to the Roll called by Town Clerk Kathryn J. Wall with the exception of Mrs. Duryea who was absent due to illness; Councilor Papale arrived at 6:40 P.M. and Councilor Killen arrived at 6:50 P.M. Mayor William W. Dickinson, Jr., Town Attorney Janis Small and Comptroller Thomas A. Myers were also present.

The Pledge of Allegiance was given to the Flag.

ITEM #2 Consider and Approve a Transfer of Funds in the Amount of \$252 from Health Insurance Acct. #001-8041-800-8300 to Physical Exams Acct. #001-1590-500-5750 - Personnel

Motion was made by Mr. Knight, seconded by Mr. Rys.

Thomas Sharkey, Acting Personnel Director, explained that agenda item #2 represents outstanding medical bills while item #3 represents the same transfer requested at the last meeting with a reduced amount.

Mayor Dickinson explained that item #3 allows for the payment of current medical bills while allowing for some flexibility to schedule medical exams for the upcoming positions. One or the other should be dealt with, there is no need to deal with both.

Mr. Gouveia stated that he feels somewhat uncomfortable with addressing item #3 since he has no idea as to when the funds will actually be spent.

Mr. Sharkey was of the opinion that the funds will need to be spent within the next couple of months. One police officer position can account for \$1,400.00 alone and there are fourteen positions open currently.

Mr. Zandri inquired as to how the dollars were spent on the outstanding medical bills without funds available?

Mr. Sharkey responded that one of our recent hires was not a standard examination. The individual had a pre-existing condition and the exam expenditure tripled due to the fact that we requested additional radiology work. The thorough testing resulted in the Town obtaining a signed waiver from the individual for their pre-existing condition. That action has potentially saved the Town a great deal of money.

VOTE: Duryea and Killen were absent; Papale passed; all others, aye; motion duly carried.

ITEM #3 Consider and Approve a Transfer of Funds in the Amount of

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\$3,000 from Health Insurance Acct. #001-8041-800-8300 to Physical Exams Acct. #001-1590-500-5750 - Personnel

Motion was made by Mr. Knight, seconded by Mr. Rys.

VOTE: Duryea and Killen were absent; Knight, Papale, Rys and Solinsky, aye; all others, no; motion failed.

ITEM #4 Consider and Approve a Transfer of Funds in the Amount of \$11,000 from Health Insurance Acct. #001-8041-800-8300 to Retirement, Sick Leave Acct. #001-8041-800-8360 - Personnel

Motion was made by Mr. Knight, seconded by Mr. Rys.

Mr. Sharkey explained the sick leave policy to the Council for the benefit of the audience. The union contracts contain a provision which states, upon retirement, the employee is entitled to collect their unused sick time up to ninety days' worth. The money is paid to the retirees in one lump sum if they actually retire.

Mr. Gouveia pointed out that the ninety days are days for which the employee has already been paid, they were accumulated simply because the employee did not take them as sick days.

Mr. Sharkey agreed.

Mr. Zandri asked if that part of the contract has ever been addressed during negotiations?

Mr. Sharkey responded, not really, if it is at all brought up, it is usually done so (by the union) to increase that benefit. We have looked at changing the rate of accumulation and allowing for a higher maximum but not a higher payout and we have had some success with that. It is so standard in municipal-types of contracts throughout the State that it would be a hard one to reduce without some sort of trade-off which may be equally as bad. He has not seen any arbitrations or negotiations or anything of that nature throughout the State where that provision has been reduced, to his knowledge.

Mr. Zandri answered, if you don't try it, it will never happen. If all the Towns had the same outlook and never brought it up then it would never be put on the table for potential reduction. Maybe you should try it.

Mr. Sharkey stated, we will be going into negotiations with some new people over at the Board of Education soon, nurses, cafeteria, custodians, paraprofessionals, etc., we can certainly put it in there but they are not going to like it.

Mr. Knight asked, is there any attempt to compare our contracts with the private sector?

Mr. Sharkey responded, not to his knowledge. There are so many of them and they are not often under the constraints that we are. They may not be a unionized atmosphere or they may be single group unions

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vs. the twelve that we have. We were finally successful in the area of co-pay. We have been negotiating it, it was arbitrated and we have been increasing it. The same applies to cost-containment. These were issues that the private sector was dealing with and we are now doing the same. We have to be cautious that we do not make too many drastic proposals and be accused of failing to negotiate in good faith.

Mayor Dickinson stated, the State law does not sanction the comparison by arbitrators or fact-finders of the governmental contracts with private sector contracts. The measuring stick is what is happening with municipalities throughout the State or with State units. Unfortunately, the government sector is forced to compare itself with itself and he does not necessarily agree with that concept but it is the way it is.

Mr. Knight responded, hence the escalation of wages and benefits for public employees vs. the private sector. He shared Mr. Zandri's frustration with the issue.

Mr. Zandri stated, it does not prohibit the Town from asking for anything does it?

Mayor Dickinson answered, no. Any argument is open. It is just that those who make the decision are not obligated in any way to pay any attention to any information outside of certain information set forth in the State Statutes. He is not aware of anything in the Statutes that dictates that they have to follow private sector development. They can completely ignore it. We can still throw it in as information.

Mr. Sharkey added, they can put more prominence on the financial ability of the Town and what state (fiscal) it is in. That was not necessarily the case in the past.

Frank Wasilewski, 57 N. Orchard Street asked, if an employee of twenty-five years retires, at what rate of pay is that employee paid for their sick time?

Mr. Sharkey responded, at the current rate of pay.

Mr. Wasilewski felt that money can be saved by paying out the sick time based on what the employee earned at the time the sick leave was earned. He asked, do you find that the employees of Wallingford who have worked twenty-five years and have accumulated their ninety days start to take sick time?

Mr. Sharkey answered, some do, it has been an ongoing problem in some groups because they feel that they are losing the days. We don't see it that way.

Mr. Wasilewski didn't view it that way either. He stated that they have a good job for which they are receiving good pay.

VOTE: Duryea was absent; Killen and Zandri, no; all others, aye;
motion duly carried.

At this time Mr. Solinsky stated that Item #5 will be held off until the Fire Marshal arrives.

WAIVER OF RULE V Motion was made by Mr. Knight to Waive Rule V of the Town Council Meeting Procedures for the Purpose of Considering a Transfer in the Amount of \$600 for the Recreation Dept.

Seconded by Ms. Papale.

VOTE: Duryea was absent; all others, aye; motion duly carried.

Motion was made by Mr. Knight to Consider and Approve a Transfer of Funds in the Amount of \$600 from Water Chemicals Acct. #001-4010-400-4700 to Hard Disk Drive Acct. #001-4000-999-9928, seconded by Mr. Rys.

Tom Dooley, Superintendent of Programs, Recreation Department was present for this item.

Mr. Gouveia noted that \$1,200 was requested at budget time for software as exhibited in the budget book. Is this what you intended to use the funds for?

Mr. Dooley answered, no. He requested the \$1,200 in the hopes of being able to purchase software programs that they could have utilized for scheduling the fields and facilities. It had no connection with this issue at all for this was an unanticipated problem. He is requesting \$600 this evening to cover the quote of \$595.00 given to him by Iceware of North Haven for a 20mgb hard drive, the installation and data transfer.

Mr. Knight asked if Mr. Dooley expanded the size of the hard drive while he had the opportunity to do so?

Mr. Dooley responded, no. We are replacing the system with exactly the same size drive as what we had in there.

Mr. Knight asked if Mr. Dooley shopped around for a price?

Mr. Dooley answered, not extensively. He met with Mr. Pedersen, Purchasing Agent because he needed the equipment so quickly. The total cost of the hard drive itself is \$395.00, the installation is \$50.00 and the data transfer is \$150.

Mr. Knight stated that the 20mgb hard drive is a complete waste of money. He has not heard of drives that small in computers in six years. He was surprised that Iceware can even find one, let alone sell us one.

Mr. Dooley responded, we were not looking for anything exorbitant. We need to get our work done in the quickest, most cost-effective way to do it. We just want to be able to do what we have been doing for the past five years.

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Mr. Rys asked if Mr. Dooley is operating an 80/80 or 286?

Mr. Dooley was not familiar with computer technology, therefore could not answer the question. It is an IBM straight 30 hard drive system.

Mr. Rys responded, if you were to price out a computer with monitor and a 200mgb hard drive it will cost less than \$1,000. He stated that usually when the hard drive crashes, you lose your data.

Mr. Dooley answered that Iceware indicated that they can transfer the information, it is inaccessible at this time.

Edward Bradley, 2 Hampton Trail is of the opinion that the quote must be for a 200mgb hard drive. He stated that something is wrong to be quoted \$395 for a 20mgb hard drive.

Mr. Dooley stated that both Iceware and ESB Computers quoted figures on the 20mgb size hard drive.

VOTE: Duryea was absent; Killen and Zandri, no; all others, aye; motion duly carried.

WAIVER OF RULE V Motion was made by Mr. Knight to Waive Rule V of the Town Council Meeting Procedures for the Purpose of Considering a Transfer for the Town Planner

Seconded by Ms. Papale.

VOTE: Duryea was absent; all others, aye; motion duly carried.

Motion was made by Mr. Knight to Consider and Approve a Transfer of Funds in the Amount of \$7,000 from Contingency Reserve for Emergency Acct. #001-8050-800-3190 to Professional Services Acct. #7010-900-9000 and to Establish a New Account Titled, "Professional Services" Acct. #7010-900-9000.

Seconded by Mr. Rys.

Linda Bush, Town Planner informed the Council that the Planning & Zoning Commission (P&Z) met last night and she is here tonight at their request. We have a Walmart and K-Mart on our agenda, one being 134,000 sq. ft. and the other, 169,000 sq. ft. Both have conducted a traffic impact analysis for the Town. It is now at the Public Hearing phase of the process. P&Z would like to hire an independent traffic engineering firm to do what is referred to as a peer review of the traffic analysis to look at the impact studies submitted by both K-Mart and Walmart to see if an independent review confirms what the applicant's traffic engineering firm is telling the Town. We do not have a professional services line account within the Town Planning Dept. There is a very short lead time. A hearing was held last night on K-Mart which was continued until November 17th but must be closed by that date. Walmart's hearing has been continued to November 7th but must be closed by that date. Two traffic engineering firms have been used in the past, Wilbur Smith and Greiner. Wilbur Smith was called because they have been utilized more often by the

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Town and the cost estimate before the Council is from that firm. They feel that they can complete a traffic analysis for Walmart by November 7th and K-Mart's done for November 17th. There is no time to allow for bidding of the work, hence the request to waive the bidding process.

Mr. Solinsky asked if the payment to the firm is contingent upon their completing the analysis?

Ms. Bush did not speak with them on that issue, Rick Doll, Traffic Maintenance Officer did and he was assured by them that they could meet the deadlines of November 7th and 17th, respectively. The fee also includes the presence of Wilbur Smith at both public hearings to present their results and answer any questions.

Mr. Zandri asked, does the P&Z really feel that this is essential?

Ms. Bush responded, the Board voted, 5-0 in favor of requesting the money.

Mr. Knight asked, what gave rise to the Board's wish to pursue this study?

Ms. Bush could not answer that question. She guessed the reason could be that they are both large projects and the Board feels that an independent review by a traffic engineer is warranted.

Mr. Knight stated, this is some of the best money this Town could spend to get a review of both of these traffic studies. The review by Wilbur Smith Associates would be well worth the money spent for it.

Mr. Gouveia applauded P&Z's request to place this item on the agenda tonight. It will be money well spent. He asked if the review of this study will become a double-edged sword? Could this lessen the Town's leverage in this matter?

Ms. Bush stated, it depends on what you want leverage for. It is very likely that Wilbur Smith will find that the traffic analysis on one or both are adequate. She believes that the Town disagrees, in certain aspects, with some of the recommendations that their consultants have made and this would give the Town more teeth in assessing those recommendations. It is not merely to determine whether or not the study is good. The study includes issues such as how much traffic they will generate. The issues would be, can they have a protected green at Circle Drive? Will that work? Is that necessary? Will the State permit them to have a protected, westbound green arrow from North Main Street onto Route 68? Will that work? Is that reasonable? Are the analysis methods they used accurate and reasonable?

Mr. Gouveia's only concern is that once the study is done there is absolutely no reason for the P&Z to request anything else they may wish be done to improve the situation.

Ms. Bush disagreed. When Stop & Shop came in we had an independent traffic study done and they recommended a few more traffic

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improvements above and beyond what the applicants had proposed. We have used a traffic engineer for Stop & Shop, Route 68 corridor study, Oakdale and Townline Square.

Ms. Papale asked, what was the outcome of the Stop & Shop traffic study?

Ms. Bush responded, she was almost certain that the engineer hired by the Town recommended a couple additional improvements. One was additional widening of North Main Street which was a good idea.

Ms. Papale stated, if we don't go ahead with this we will never know whether or not the traffic study performed by K-Mart and Walmart is 100% o.k. She would vote in favor of the transfer.

Mr. Killen stated, when gridlock occurs on Colony Street people will try and find a way through the side streets and back roads of the Town. P&Z is going to have to be prepared to show that an analysis of the traffic study was performed. He regretted that he had to vote no on this issue due to his stand on transfers, however, he urged the Council to vote in favor of it.

Mr. Knight was concerned that the Walmart traffic study was not thorough enough and did not necessarily take into consideration the impact the project would have on certain intersections such as the small railroad bridge. It was deemed to have insufficient volume to warrant their attention, however, would this analysis expand upon that? !

Ms. Bush responded, it depends. Vehicle trip standards are applied and if the bridge is within reasonable distance within that standard, it should be covered. She could not offer an opinion as to whether it should or should not be covered.

Mr. Knight asked, will Wilbur Smith go beyond the scope of the study?

Ms. Bush answered, if they feel it is necessary. They will not go beyond it simply because a Town Councilor wants it, they will if they feel, as a traffic engineer, it is necessary to assess the impact of the traffic on the Town of Wallingford. If they feel that something is deficient they will tell us.

Mr. Knight will make the request of Wilbur Smith Assoc.

Mr. Killen disputed the trip standards method of studying the traffic pattern and was uncomfortable with the fact that Wilbur Smith Assoc. is going to review the Walmart and K-Mart studies, taking the figures listed regarding traffic as being valid. What if the numbers do not adequately reflect the impact on the Town? Once Planning & Zoning grants approval to build, the Town will suffer the consequences should the study fail to properly assess the impact of the project. National averages cannot predict the draw the project will have.

Ms. Bush stated, there was a major concern when Stop & Shop first arrived. To her knowledge, the Planning office has never received one

complaint regarding traffic because of Stop & Shop. They used the same standards applied by I.T.E. for large grocery stores.

VOTE: Duryea was absent; Killen, no; all others, aye; motion duly carried.

Motion was made by Mr. Knight to Consider and Approve a Waiver of Bid to Permit the Town Planner to Hire Wilbur Smith Assoc. for a Fee Not to Exceed \$7,000., seconded by Mr. Killen.

VOTE: Duryea was absent; all others, aye; motion duly carried.

ITEM #9 -PUBLIC QUESTION AND ANSWER PERIOD

There was no participation on the part of the public on this item.

Mr. Knight read a proclamation from the Mayor into the record proclaiming the week of October 22, 1994 through October 30, 1994 as Red Ribbon Week allowing individuals to demonstrate their commitment to drug-free healthy lifestyles by wearing and displaying red ribbons during this week long campaign. (Appendix I).

ITEM #6 Consider and Approve a Resolution Supporting Wallingford Center Inc.'s Application to the Great American Main Street Award Contest - Mayor's Office

Beverly Belliveau, Executive Director and Lucille Trzcinski, President of Wallingford Center, Inc. (WCI) were present for this item.

Mr. Knight made a motion to Approve the Resolution and Append a Copy of it to the Town Council Minutes, seconded by Mr. Rys.

Ms. Belliveau stated that this is the first time that Main Street has joined forces with Edward D. Jones & Company for this type of offering. They will choose five towns or cities for this award.

Mr. Gouveia recognized the fact that WCI has done an outstanding job to both promote and see through the work that has been done throughout the center of town, not just uptown but downtown at the railroad station also. A great deal of credit should go to both individuals present tonight as well as other members of the executive board of WCI. There also comes a time, however, when other issues which are not so popular need to be addressed. He stated that he was very disappointed with the way that some of our merchants were treated during Celebrate Wallingford day. He has discussed the issue with the Town Attorney for it was very unfair to those people that they were treated the way they were.

Ms. Trzcinski asked Mr. Gouveia to elaborate on the issue.

Mr. Gouveia continued by explaining that he had received several calls informing him that certain members of WCI called the police to have certain merchants arrested that day because they were selling ice cream or something else on the sidewalk. That disappoints him for several reasons, one, they invoked the vending ordinance to threaten

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these merchants to pull their wares in or be arrested. The vending ordinance, since adopted, has not been enforced and the Police Department has been instructed not to do so because there seemed to be problems with the ordinance. The Police Department has never enforced that ordinance until that day. To selectively choose someone is discriminatory, to say the least. He understands that the Town has the authority at any time to control the activities on the sidewalk and we don't need a vending ordinance for that. The vending ordinance does not apply to merchants in town. It is for vendors only and clearly defines what a vendor is. He is bothered by this because he helped to draft that ordinance and his understanding of WCI's mission is to focus the attention on the center/downtown Wallingford and the merchants that we have here to showcase what they have to offer. So much so that members of WCI lobbied against Walmart and other big stores to come into town. He understood that they want to protect the merchants in town, however, it is somewhat hypocritical that the very day that these merchants have to showcase what they have and to maybe make a few extra dollars to keep their doors open, the police are called to arrest them.

Ms. Trzcienski responded, the police were never called. If that is what Mr. Gouveia was told, he has been misinformed. The police were never called with any instruction from anyone from WCI and if someone did say that, she would take issue with it and be prepared to talk to them about it with Mr. Gouveia present. Also, WCI's mission is to focus on the downtown, not necessarily on the day of Celebrate Wallingford, focus on the merchants downtown. It is to focus on the fact that the downtown is the center of our community. Any attention it brings to the merchants and what they have to sell is a happy by-product of what WCI's mission is. The idea that the day is a day for the merchants downtown to make additional monies, if they do, we are very happy, but that is not the purpose of that. As to the issue of who can be involved and sell their products, Ms. Belliveau will address that.

Ms. Belliveau stated, WCI had hand-delivered letters to all the merchants before the meetings. If they were interested in participating in the taste or celebration of Wallingford, they were supposed to come to the meetings. Secondly, we ask each one of the restaurants to pay a fee of \$450. That takes care of the tents, etc. Main Street Cafe did pay each time we have had the festivities uptown. The people who have complained did call WCI's office the day before and it was explained to them that if they did want to come out on the street they would have to pay the \$200 fee. The other ice cream merchants in town who were involved were paying \$450. It would not have been fair. When WCI was given the (vending) ordinance last year it was explained to them that they had the right.....

Mr. Gouveia responded, he has taken that issue up with the Corporation Counselor who apologized for he should not have instructed WCI to use the ordinance for it was wrong to do so. Are you saying that it was not true that the police were called and the merchants were given an ultimatum to move off the sidewalk or be arrested?

Ms. Belliveau responded, no. We said that....Lucille and I did speak

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to them and showed them the ordinance.

Mr. Gouveia asked, do you agree that the police were there?

Ms. Belliveau responded, no, they were not there with us.

Mr. Gouveia asked, do you acknowledge or do you know whether or not the police were there talking to the merchants and telling them to move the items inside or be arrested?

Ms. Belliveau responded, we have no knowledge of that, no.

Mr. Gouveia stated that he will take this issue a little further for that is exactly the information that he received. Again, when it comes to the policy of who has the exclusive rights to sell what items during Celebrate Wallingford, that is something that he has heard criticisms from the Council before on this issue and he stood and witnessed those criticisms because of that. He did not join the criticisms at that time but next year when the resolution is adopted for Celebrate Wallingford the Council may want to look into that issue. He is aware of one member of the WCI executive board who has resigned due to problems that have occurred. There are some problems, whether or not WCI wants to acknowledge them, there are some problems.

Ms. Trzcinski stated that she would be more than happy to speak to Mr. Gouveia on every one of these instances for it appears as though he has been sadly misinformed in almost every instance and she would like to talk about it. It is unfair that the public be apprised of situations or that there be questions raised about the work that the committee does and the pains that are taken with downtown Wallingford that she does not like expulsions cast on the organization without the full benefit of having had our side of the story told. She welcomed Mr. Gouveia's telephone call or will make an appointment to call him.

Mr. Gouveia acknowledged the great, outstanding work performed by WCI with regards to downtown Wallingford. The only problem he has is that there was not only one call but several received from people who felt that they were totally mistreated and the ordinance shown to them by the police and threatened by them. If that is incorrect then that is why we are here and I will follow through on this.

Ms. Belliveau responded that she is at the WCI office everyday and a critique meeting of Celebrate Wallingford festivities is scheduled for November 10, 1994 in Room #315 of the Town Hall at 7:00 P.M. She extended an invitation to Mr. Gouveia to join the committee.

VOTE: Duryea was absent; all others, aye; motion duly carried.

ITEM #10 PUBLIC HEARING on Proposed Ordinance Entitled, "Tax Abatement of Dairy Farm and Fruit Orchard Property"

Motion was made by Mr. Knight, seconded by Mr. Rys.

Mr. Knight read the public hearing notice into the record (Appendix II).

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Mr. Knight read correspondence from Corporation Counselor Adam Mantzaris, dated October 25, 1994, into the record (Appendix III) listing motions which must be made by the Council to bring the proposed ordinance into line with language exhibited in Public Act #94-201. The new language for the Public Act had not yet been made available at the time the Council scheduled the public hearing for this evening.

At this time Chairman Solinsky opened the Public Hearing to those present in the audience.

George Cook, 180 Northford Road asked, if the property is sold within ten years are you obligated to pay back the tax which has been abated?

Mr. Solinsky responded, that is how it is stated in the public hearing notice. The Ordinance Committee has made recommendations to eliminate that clause.

Berry McLaughlin, 28 Hoffman Court, wanted to preserve the rural character of Wallingford which has a nice mix of agricultural and industrial base. She felt that the ordinance would help to preserve the open space in Town by helping the farmers to stay in their business.

Rep. Mary Mushinsky, 85th Assembly District, S. Cherry Street, stated that she was the original author of the bill encouraging Towns to pass such local legislation to help preserve the few remaining farms. She pointed out that it is a cheap project, costing the families in Town approximately \$.25 per family per year, which is a good deal when you consider the local, fresh produce and open space benefits derived from it. She explained how the ten year recapture clause was originally placed in the Statute to protect the public's investment in the property to prevent the farmer from taking the tax break and then skip town later. She recommended retaining some time table for recapture of taxes.

Edward Bradley, 2 Hampton Trail asked, what will the abatement cost the taxpayers on an annual basis?

Mr. Gouveia responded, \$16,035. per year for the dairy and fruit orchard property. It may now be higher with the proposed vegetable farms addition to the ordinance.

Mr. Bradley felt that it was a small price to pay for the preservation of open space and the farm land. He encouraged the Council to vote in favor of the ordinance.

Atty. Small stated, Frank Barta, Assessor, has indicated that he estimates the maximum abatement with the addition of vegetable and nursery farms to be approximately \$50,000.

She asked, which proposed ordinance was originally published in the newspaper? She was concerned that the legal notice may have to be re-published.

Kathryn Wall, Town Clerk explained that the title of the proposed

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ordinance which was published was the revised title of "Tax Abatement for Certain Farmers and Certain Farm Properties" as requested by Counselor Mantzaris, therefore the legal notice is broad enough to cover the original proposal or revised one. Atty. Mantzaris verified that it would not effect the public hearing this evening.

Mr. Gouveia explained how the first proposal did not include the vegetable and nursery farms but did include the ten year recapture clause. The intent is to adopt the ordinance as read and to conform to the legal notice and public act language, motions will need to be made for the revisions.

In view of the fact that there were no further comments from the public, the item was brought to the Council for their input.

Mr. Gouveia informed everyone that the addition of vegetable and nursery farms to the language of the proposed ordinance is the result of the public act recently passed by the General Assembly. By adding those farms as well, it helps to achieve the intent of the original proposed ordinance which is to protect and preserve the open space in Town used for farming for as long a period of time as possible. There was also other language included in the public act which referenced tobacco farms and vineyards. The committee felt that they did not want to entertain that language at this time for the simple reasons that 1) Wallingford does not seem to have either type of farm operating within its boundaries, and 2) some members did not want to engage in subsidizing any type of tobacco growing or vineyards. It was, therefore, not incorporated into the ordinance.

He went on to say with regards to the recapture clause, last time this issue was before the Council the consensus was to reduce the recapture period from ten years to five. The Ordinance Committee felt that, if you look at Bristol-Myers who received a seven year abatement, the amount of money reduced on that particular property compared to what is trying to be achieved here, is certainly astronomical. If the intent is to keep the property as open space as long as possible, the reduction is a small price to pay for that. Nonetheless, it is very easy to incorporate language into the proposed ordinance at this time should the Council feel that some recapture period should be included.

Motion was made by Mr. Knight to Change the Title of the Proposed Ordinance to Read, "Tax Abatement for Certain Farm Properties", seconded by Mr. Gouveia.

VOTE: Duryea was absent; all others, aye; motion duly carried.

Motion was made by Mr. Gouveia that "Vegetable Farm" and "Nursery Farm" be included into the language, seconded by Mr. Rys.

VOTE: Duryea was absent; all others, aye; motion duly carried.

Motion was made by Mr. Gouveia to Leave the "Ten Year Payback Requirement in the Event of Sale" clause in the language, seconded by Mr. Zappala.

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Mr. Knight asked Mr. Gouveia to explain the reasoning behind the Ordinance Committee dropping the clause?

Mr. Gouveia stated that at Thursday's meeting of the Ordinance Committee a great deal of discussion was held on this issue. Some members of the committee and public felt that perhaps some money should be held in escrow when the property is sold. Atty. Mantzaris was opposed to the suggestion and offered, as a compromise, eliminating the recapture clause altogether.

Mr. Solinsky had attended the Ordinance Committee meeting and had a problem with the way the wording was with regards to the application of selling the property. He was of the opinion that when the property was sold, whomever owns it at that point, pays for the past ten years for which the abatement was granted. Then there were concerns over what happened if and when it was sold to a family member.

Mr. Gouveia stated, only if the property was given to a family member then the owner would be "off the hook" for the taxes abated.

Mr. Solinsky stated that the Town has to step in and take some steps to preserve open space. We are losing farms. Some of these property owners (farmers) derive no more of a benefit from the land than those of us who just drive by. They are taxed, insured, maintained and it is costly. It is time that the Town take action and aggressively tries to help. If we can prolong a farm being here for a few years then we have done something, but to sit back and do nothing, the Town will be the one who suffers. He stated, it is a good thing to do and for \$.25 per family, it is pretty cheap. People complain about development and too many houses, if we don't want that then we have to pay. This is a step in the right direction.

Mr. Zandri stated, by deleting the recapture clause you are defeating the intent of the entire ordinance. If a farmer sells the land he has to pay back the exempted taxes of the previous ten years. That leaves the farmer in a scenario in which he would not want to sell his land. As long as he holds onto the land he will be exempt from that. By deleting the clause he can take the exemption up to this year and sell it next year without any penalty. It defeats the purpose of it.

Mr. Gouveia stated, the committee felt that if you make it easier for farmers to continue to work their land then maybe when the day comes when they have to sell their land it will have been postponed that much longer. He did agree with Mr. Zandri that it will defeat the intent of the ordinance. The consensus of the Council last time was to only reduce the recapture timeframe to five years. According to Corporation Counselor Mantzaris the "cleaner" way to handle this issue is to eliminate the recapture clause entirely. Atty. Mantzaris, in comparing our ordinance to other community's, found no recapture clause to be the standard practice.

Mr. Killen stated that the recapture clause is still not enough of a deterrent to sell the land considering what developers will pay to buy it. If there were a stiffer deterrent he would support it.

Mr. Zandri stated, personally, he feels that all the back taxes should be paid. That is the real incentive to hang onto the property.

George Cook, 180 Northford Road stated, if you are going to make the farmers pay back monies over a period of time...all you are doing is giving the farmers a very low interest loan for the period of time that it stays in the farming business. The ordinance should be scratched if you are not going to make the farmers pay it back because the incentive is minimal.

Mr. Solinsky reiterated his statement that it is a step in the right direction for preserving open space.

VOTE: Duryea was absent; Knight, Papale, Rys and Zandri, no; all others, aye; motion failed.

Mr. Gouveia made a motion to amend the proposed ordinance to include the following language after the word, "thereafter" insert a comma and write the following: "provided, however, that the original amount of tax so abated shall be paid to the Town of Wallingford if the property granted such abatement is sold within five years of any tax so abated".

He pointed out, in making this motion he is bringing back what the consensus of the Council was at the last meeting with regards to changing the recapture clause to five years.

Seconded by Mr. Zappala.

Mr. Solinsky stated that Mr. Rys wished to reconsider the vote on the last motion.

Mr. Gouveia and Mr. Zappala withdrew their motion and second, respectively.

Motion was made by Mr. Rys to Reconsider the Vote on Deleting the Ten Year Payback Requirement in the Event of a Sale, seconded by Mr. Gouveia.

Rep. Mushinsky stated, there is no requirement to pay back the abatement once the ten year period is over with. It is only if the farmer sells before the ten year period has expired. She stated that Councilor Zandri is correct in saying that the reason for the original recapture clause is to try to obtain some protection for the public because we are asking them to take on the tax burden for the farmers. The public, in turn, should get something from it. There should be a recapture clause whether it be ten or five years.

Mr. Gouveia responded, there is always a pay-off to the Town, for the longer you keep the farm, the more we appreciate it. Wallingford has changed a great deal with all the development over time. We don't know what it will become. It is his understanding that the best water supply in Town is located under the K-Mart parking lot because someone failed to protect it. Yes, there is a price to be paid by the taxpayers but they have derived a benefit by enjoying the beauty of

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the Town for the period of time.

VOTE TO RECONSIDER: Duryea was absent; Zandri, no; all others, aye; motion duly carried.

The original motion was on the floor at this time to be voted upon.

VOTE: Duryea was absent; Knight, Papale and Zandri, no; all others, aye; motion duly carried.

Motion was made by Mr. Gouveia to Change the Application Date for the Grand List of October 1, 1994 to No Later Than January 3, 1995, seconded by Mr. Rys.

Mr. Gouveia explained that this motion gives those individuals who have not applied for this abatement for the present Grand List Year, especially the vegetable and nursery farmers, the opportunity to apply for the abatement by January 3, 1995. Every following year the application date will be November 1st of that year.

VOTE: Duryea was absent; all others, aye; motion duly carried.

Motion was made by Mr. Gouveia the Ordinance Entitled, "Tax Abatement for Certain Farm Properties" as amended, seconded by Mr. Rys.

VOTE: Duryea was absent; Zandri, no; all others, aye; motion duly carried.

The Chair declared a five minute recess at this time.

Motion was made by Mr. Knight to Move Agenda Item #14 Up to the Next Order of Business, seconded by Mr. Killen.

VOTE: Duryea was absent; all others, aye; motion duly carried.

ITEM #14 Discussion and Possible Action on the Feasibility of Constructing a Municipally-Owned and Operated Golf Course on Town of Wallingford-Own Land Known as the Fitzgerald Property Located in the Town of Durham.

Mr. Zappala stated that after much discussion with many department heads in Town it has been determined that this land referred to as the Fitzgerald Property, totalling 178 acres in size, is of no use to the Water Division. He investigated the options of selling and/or swapping it but found that if the land is sold the State would receive ninety percent of the price due to a stipulation placed on the land. Since many people have expressed interest for some time now to have the Town construct a public golf course, he felt this could be a possible site for one. He stated that he would like to assign a charge to the Golf Course Study Committee to investigate the feasibility of placing a golf course on this property. In researching the subject he has found that other communities have municipally-owned and operated golf courses located in neighboring towns as well. He provided maps of the land to all the Councilors. As it stands now the land has been used by a local farmer to grow hay. He was of the

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opinion that it would not require a large investment on the part of the Town to develop this area. He asked the Council to give the Golf Course Study Committee the opportunity to explore the possibility of locating a course there. He has spoken with the committee and they are willing to take this charge on.

Motion was made by Mr. Zappala to Charge the Golf Course Study Committee with Looking Into the Possibility of Using the Fitzgerald Property in Durham, Owned by the Town of Wallingford Taxpayers, for the Possibility of Placing a Golf Course on it, seconded by Ms. Papale.

Mr. Gouveia asked that the committee review what the tax impact to the Town of Wallingford will be once the area is developed into a golf course. He suggested that the committee meet and talk with Durham officials to see if they would be willing to become partners in this matter to a degree or to explore the possibility of concessions from Durham in exchange for allowing Durham residents the same option of becoming members as Wallingford residents. Perhaps if they have some interest in the course they will assist in policing it. It will be located far from town and will need policing.

Mr. Zappala explained that, in talking with the Town Attorney, he has been advised that the Town can apply for tax exempt status on the land, once developed. It does not mean that we will be granted such exemption but we can apply for it.

Mr. Zandri stated that the taxes will be part of the operating expenses of the course and reflected in the fees, should any negotiations with Durham not pan out.

Mr. Zappala also pointed out that a second parcel, 26 acres in size, located to the left of the aforementioned piece of land is also Town-owned and can be incorporated into this project, possibly.

Mr. Rys advised Mr. Zappala that the committee will need to obtain approval from Durham Planning & Zoning and Inland Wetlands as well.

Lester Slie, 18 Green Street stated that there appears to be wetlands on the right side of the property heading east, however, he felt that there was enough property to allow for the course without encroaching on the wetlands.

VOTE: Duryea was absent; all ayes; motion duly carried.

ITEM #8 Remove from the Table for Discussion and Possible Action on Outside Legal Counsel's Opinion Regarding Town Council's Motion Regarding the Non-Union/Classified Employees Salary Increases as Requested by Councilor Geno J. Zandri, Jr.

Motion was made by Mr. Knight, seconded by Mr. Rys.

VOTE: Duryea was absent; all ayes; motion duly carried.

Mr. Zandri stated, in an effort to control escalating costs of

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salaries and to set an example for all of the upcoming negotiations with union employees, he would like to make the following motion:

Mr. Zandri made a motion to Have One-Third of the '94-95 Salary Increase of the Nine Town Employees Who are Effected by This Council's Action as Stated in the Legal Opinion Given at the 9/27/94 Council Meeting be Considered as a One-Time Payment and not be Added on as a Permanent Salary Increase, seconded by Mr. Gouveia.

Mr. Zandri explained that the purpose of the motion is to curb the escalation in the salaries that is occurring and to set an example for future negotiations for union employees. The difference between the motion made tonight and the one made during the budget workshops is that his is including a one-time payment. Seeing that the employees are already collecting their increase for the year, his motion directs the action of not adding one-third of the increase to the employee's base salary next year.

Mr. Zappala asked, who would be the nine employees effected?

Mayor Dickinson responded, the Fire Chief, Police Chief, Town Clerk, Fire Marshal, Dog Warden, part-time Town Attorneys.

Ms. Papale asked for an explanation of the payment process as proposed by Mr. Zandri.

Mr. Zandri explained, if the employee receives a 3% increase then 1% will not be added to the base salary of the employee next year. They will still receive their 3% increase due them, it would not be compounded a full 3% on their salary each year. This is a practice that is taking place in the private sector to try and curb the escalating cost of salary. We have to set an example and these are the top paid positions of the Town. How can we expect to go into union negotiations and introduce an item such as this on the table for the first thing they will ask is, "why are you starting with us when someone is making three times as much as we do in this Town?" You have to start at the top before asking people under them to agree to the same type of proposal.

Mayor Dickinson responded, the nine positions are not necessarily the top nine positions of the Town. There are two major department heads; Fire Chief and Police Chief, Public Works, Finance Department..all other departments are outside of this because they are classified service. It is being done in the private section but he questioned if it is being done with such a small number of the total operating organization? We are going to isolate nine people as second-class citizens and their salary will not reflect the increases over the years that other departments will which means that middle management will approach their salary and within four or five years you are faced with making a large, lump sum increase in their salary in order to have the top department head not at the same level as the people that he supervises. It is a formula which has major problems with it and unless we can be consistent and across the board with major department heads, he did not believe it to be the route to follow.

Mr. Zandri stated, he would love to have this effect all employees and, in fact, would like to see it as part of the negotiations on

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every contract which is brought before the Council. There seems to be a reluctance, however, to try something new to pursue it. He did not understand the Mayor's reluctance on this matter.

Mayor Dickinson responded, certainly, this could be part of negotiations but what you are really talking about is what percentage increase there is in a given year. That can be an element and he had no objection to have it become an element in negotiations, but to just impose it on a small number of people who, by the looks of it, cannot argue back, he did not think it was the proper way of going about it.

Mr. Knight stated that he shares Mr. Zandri's frustration with the way that most municipalities roll over when it comes to contract negotiations. He supports the concept, however his problem with the issue is that the only people who are being attacked are those unprotected by a union. One of the things that interested him when becoming involved in Town government...he found it an anomaly...because the number of people in supervisory roles that belong to labor unions are protected by a labor contract. These are just the kind of measures that drive people to protect themselves with union contracts. They tend to be singled out because they are the only ones which concessions can be extracted from without an argument. He preferred to see this item vigorously pursued in any contract negotiations we have with Town employee unions. If we achieve any degree of success, then he would like to see it implemented in this group. Until such time as we have the fortitude to attack the problem where it really lies, it is unfair to single out these people because they are exposed due to lack of representation.

Mr. Gouveia stated, he understood Mr. Knight's point but, by the same token the Council has been part of the problem because we grant them the same percentage increase that the union gets. That may be great for the person who makes \$30,000 but that increase is a lot less than someone who makes \$85,000. There is a greater discrepancy created which grows further and further apart. This action proposed tonight may not be the perfect solution to the problem but no other solution has been offered that is any better.

Mr. Killen asked that the nine positions be stated once again.

The nine positions as listed by legal counsel are as follows: Chief of Police, Fire Marshal, Director of Youth Service Bureau, Director of Public Utilities, Town Clerk, Dog Warden, Fire Chief, Program Coordinator of the Youth Service Bureau and Clerk Typist for the Youth Service Bureau.

Mayor Dickinson stated that the Director of Public Utilities should not be included in the nine positions because he is under contract.

Mr. Killen asked, how is the Director of Public Utilities treated if he is not a member of the union or the classified service?

Mayor Dickinson responded, he is a contract employee. The contract is negotiated with the Public Utilities Commission, the terms set out in the contract are his rights and obligations while employed by the

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Town. It is similar to the Superintendent of Schools' contract with the Board of Education.

Mr. Killen stated, the control of the contract does not even lie within the purview of an elected official. It becomes a bureaucracy. The Council is supposedly picking on eight individuals, however, we have a system within our own which allows probably the highest paid person in town to be not subject to any elected official. There is nothing fair about that. No one else is making any moves to reign in what is going on regarding salary increases.

Wayne Lefebvre, 8 Foxrun Drive, Chief of Fire Services, stated that he falls outside of the classified service and therefore is effected by this action. He pointed out the disparity which will occur after the first year of this program's implementation. He stated that he is in labor grade sixteen as are people in the classified service. The Council is therefore creating a sub-classification of the labor grade. Due to the lessening of the compounding of increases he will make less money than other people of like obligations to the community in the same labor grade. This will also compound over the years and give them a greater pension opportunity than he will for having the same responsibilities. We, as department heads, have to take part in labor negotiations, hold the line and represent the Town in keeping the wages down. He will be trying to hold down the wages of his subordinates and receiving less of an increase than they will. He stated that there should be some kind of parity within the same pay grade for managers with like responsibilities.

Mr. Zandri made it clear that this is only a one-shot deal here. It is not going to be a rule that carries on year after year. It is a one year implementation of this motion. We have to start somewhere. How can a department head negotiate with employees under them and try to implement a new way of doing things without first taking it upon themselves? It will not work any other way. He stated that he has a problem with the Acting Director of Personnel negotiating contract salary increases which directly effects his salary. That is a conflict of interest in his eyes.

Mayor Dickinson responded, the percentage of wage increases are not chosen arbitrarily by the Personnel Director or Department Heads but by the Mayor and labor negotiator. A number of factors are considered in deriving that increase, i.e., other awards, average increase for Connecticut and/or Northeast over the past reported quarter, the average increase of the private sector, etc., keeping in mind that we do not want to lead the wage parade but fall within the average. There is always disparity between what we offer vs. what the bargaining unit offers which lessens as the negotiations continue and are finally settled.

Romeo Dorsey 122 S. Orchard Street stated that Mr. Zandri's intentions are good but we are penalizing the wrong people. He agreed that the wages are getting out of hand but we must start with the unions.

Ed Bradley, 2 Hampton Trail stated that each labor grade has a maximum rate. The increases should not go on forever. Those positions at the

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top of their labor grade in the private sector receive a lesser amount of increase than those at any other point in the labor grade. He also stated that extra hours and effort come into play in a managerial position, above and beyond forty hours. That is part of the job and part of being in that higher labor grade. We should not be "back comparing down" the managerial positions on what union employees are getting who are earning \$20,000-\$25,000. It isn't right. Today, in the private sector, those in managerial positions at the upper end of the scale are receiving only a 1-2% increase. You have to start somewhere.

Ms. Papale agreed with Mr. Zandri that we have to start somewhere with curbing the escalating salaries, however she did not feel this was the group to start with. We should start during negotiations with the unions.

Mr. Zandri asked, who are we supposed to start with if every time a group of employees or union is suggested as being the first to make the sacrifice, everyone feels that isn't the group to start with? That Town's biggest expense carried by the tax dollars collected are salaries. He, once again, reminded everyone that they would be surprised at what a \$30,000 salary becomes at the end of ten years earning a 3% increase, compounded. Approximately 80% of the tax dollars collected in this town are to pay salaries, where are those taxes going to be in ten years if we don't find a different way to pay the salaries?

Ms. Papale stated, she felt that the Council took steps to curb the escalating salaries when adopted the position that no increases would be approved over 3%. She stated, as a manager of a company she receives a raise and bonus every year, the representatives under her do not receive the same pay for the reason that they do not have her job responsibilities. She would be very surprised if the people under her received more of an increase than she did.

Mr. Zandri stated, if everyone is concerned about being fair to all the employees then why not give everyone the exact same increase next year in the form of a dollar amount, \$800, \$1,000, whatever the amount instead of percentages? That way everyone will receive the exact same increase and remain the same distance apart as far as wages.

Ms. Papale was not sure that was the right solution either.

Mayor Dickinson responded, it is practically impossible to give everyone the same dollar amount as an increase due to the union contracts we have. We would have to give it across the board. If we could we he was sure that everyone could arrive at an amount.

Mr. Zandri stated, we are following a practice that has been taking place for years and years and we are stuck in a rut that we cannot get out of.

Mayor Dickinson responded, the rut is in compliance with State law. Union contracts are created under collective bargaining rules. To

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break out of that requires the agreement of the two parties.

Mr. Knight stated that the deck is stacked against the Town as soon as the collective bargaining process between parties begin. We have tried to change the binding arbitration rules and every time we do some of the tougher proposals becomes completely watered down. Our hands are tied. It is our own fault for we have allowed this kind of system of arbitration to dictate to the Town just what we will pay.

Mr. Gouveia stated this is not the first attempt to address this issue. He remembered approximately four years ago when the Council accepted the management contract coupled with the acceptance of a new contract which gave some management employees a thirty percent increase in one year. This Council accepted it. There was no binding arbitration. Some of these eight or nine employees could be employed under a performance-based contract. Some of them are employed and are, in essence, given a job in perpetuity. It does not have to be that way. If given a performance-based contract they already know how much they are going to make, what is required of them to renew their contract and if they do not fulfill their commitment to the Town's needs then they can go find a job somewhere else. Those are different attempts to look at to change the present situation. Each time attempts are made to change the system everyone agrees, understands, sympathizes, etc., but, no one wants to take a stand. Let's not look at scapegoats because if we do then we are part of the problem and will never be part of the solution.

Mr. Killen stated that he is tired of hearing "this is not the place to start". It doesn't mean that we shouldn't do it, it means that it should be done but not here. He wanted to hear from someone exactly where the Council should start?

Mayor Dickinson responded, the next contract negotiation is part of that but basically, it comes down to what percentage increase you are negotiating with the bargaining unit.

Mr. Killen asked, who is doing that negotiating?

Mayor Dickinson answered, they are handled either with the Town Personnel Department and the labor negotiator or, for education, it is through the Board of Education. The Council, by law, is not supposed to negotiate, only to approve or disapprove the final agreements. He is not opposed to including this in negotiations. This suddenly appeared as a measure during the last fiscal year and we are discussing it up until this time due to legal questions on it. It was never a matter which was disclosed prior to that time. There was never an ability to gradually implement it into a negotiating package. It is not the right approach to make a motion which effects a small group of employees.

Edward Bradley, 2 Hampton Trail stated that it is the private sector's dollars who are paying the salaries of the Town employees. It is the private sector who are being laid off, having their job descriptions re-written, reduced, etc. The inequity is on the government-side. How do we correct that inequity? We have to start somewhere and we

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don't have the leadership and the strong person in the Mayor's Office to lead that charge forward. The Council is the legislative branch....it is in your hands.

Mr. Knight stated, if we make this our primary goal during negotiations...if we establish this type of pattern, that is where we are going to make a difference. See if it makes a difference in arbitration and if it does then we have established the pattern. This gesture is aimed at the wrong people.

Vincent Testa, Piper Drive stated that there is an inherent difference with working in the public sector, for example, if you have trouble in your personnel life it can be discussed on the front page of the newspaper. We can't equate the public sector with the private, it is not fair to do so. There are some privileges obtained in your negotiating abilities and your rights as a public employee and vice versa in the private sector. You sacrifice some things by working in the public sector and, in turn, you gain things. He stated that the place to start with this issue is at negotiating time, when it is fair.

Don Harwood, Chestnut Lane, challenged the Town to look at critical staffing. He asked if a critical staffing review has been done for all of the departments? Has anyone really looked to see if there is opportunity for potential cross-training or job-sharing throughout the Town? Has anyone looked at utilizing temporary or services or going to outside sources for certain functions? If you want to save dollars you have to closely look at these things. Mr. Zandri is raising a valid point. You need to start looking at the community as a \$74 million corporation and it should be managed in that respect. That is what is going on throughout every industry in the U.S. and the world to stay competitive. It is very important that a critical staff review be performed. Do we have the appropriate number of personnel in each department? Are we over-staffed? That is where we can start saving money. Let's put the onus on the managers to look at that. If you want to make significant changes, there are opportunities.

Mr. Zandri amended his motion to effect eight employees in order to have the Council vote, however, he shares Mr. Killen's concern as to why the Director of Public Utilities is exempt from this because of a contract? He would like information on exactly what the terms of the contract is and when it expires?

Seconded by Mr. Gouveia.

VOTE: Duryea was absent; Knight, Papale and Rys, no; all others, aye; motion duly carried.

ITEM #11 Consider and Approve Modifying the Agreement for Architect Fees Associated with the School Building Expansion Project

Motion was made by Mr. Knight, seconded by Mr. Killen.

Atty. Small explained, at the time the Council approved the last modification to the school project, it was her understanding that the

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committee was in negotiation with the architect as to what their fee was going to be. Subsequent to that she received numbers from Mr. Harwood, School Building Expansion Committee Chairman, and also an indication that the architect would forward a draft contract to her office. She took a look at the numbers and found that the original contract set forth architect fees per school and the new proposal reflects an increase in those fees, by her calculations, a total increase in the per school fees of \$463,265. She requested the committee to send her a written communication outlining the rationale for the increase per school and that she needed that in order to approve any amendment to the contract. She wanted that information available to the Council and Mayor and the Purchasing Agent has a desire to compare the scope of the project in order to substantiate the change in fees per school. Overall, it is actually a total fee reduction of approximately \$100,000 but she has not yet received a written description to this point.

Don Harwood, Chairman, School Building Expansion Committee stated that the original request for proposal (R.F.P.) for an architect had a smaller scope than the project currently. With that premise, in July of 1993, the committee went out to bid and in October, 1993 the committee appeared before the Council and asked for funding, having been in receipt of the bids. At that time the Council authorized up to \$2 million. In November, 1993 the committee came back to the Council to reduce the number of sites. In February, 1994 the Board of Education approved the adequate program which identified a program which was more aggressive than the original R.F.P. The Town Council, on February 22, 1994, approved that adequate program. As a result of that action it certainly was not the same as the R.F.P. originally developed almost one year prior, thus the scope of the project changed fairly in a large fashion at the middle schools and not quite as much at the elementary schools. The Board of Education approved the schematic design in June, 1994. One week following, the Council approved the schematic design. At that point the committee presented, as part of that package, a master control budget based on estimates. That budget indicated for the project, as now approved by the Board of Education and the Council, a cost of \$1.7 million. The building committee thought that amount was higher than what they were willing to accept as a committee. They were going to try and work with the architect to lower that cost. They were successful in doing so, paring the figure down to \$1.5 million (approximately). When Atty. Small approached him with this issue, his response was that he did not feel it was necessary to go through the evolution since the Council approved the schematic design. A lot of discussion associated with dollars was held at the meetings with the Council, therefore the committee felt that the Council agreed to the numbers that were presented. He referred to a spreadsheet detailing the architectural fees associated with the elementary school portion of the project. The original project began with five elementary schools. With the project scope reduction the design fee dropped from \$644,650 to \$492,045. In looking at the spreadsheet it is evident that the fees associated with Yalesville School has increased. The reason they did was because more of the project has been "lumped into" the Yalesville site. It is nothing more than a transfer of the additional classrooms that were going to be allocated to the other schools and some items

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that were identified by the Board of Education in their adequate program. That accounts for the shifting of the dollars and the increase in the Yalesville School architectural fees.

Atty. Small explained that the contract specified a specific fee per school and under the present proposal the fees per school are increasing. Dag is going up \$234,000, hence, her request for an explanation as to why, on Dag, are the architects entitled to \$234,000 more dollars. She also pointed out that when Mr. Harwood stated to her that he believed the Council approved the fee increase, she reviewed the minutes of that particular meeting. In doing so she found that nowhere did anyone state that the architects want \$1.7 million vs. what the Council approved initially. They were, at that point, looking for more money up from the total fee. It was her understanding at the time that this was approved by the Council that they were in negotiations with the architect. How could the Council have approved the fee change if the committee was still in negotiations with the architect? She wanted a clarification and believed that both the Council and Purchasing agent should look at whether or not the \$234,000 increase in architect's fees for Dag is justified. It may very well be but she wanted an explanation as to how that was arrived at.

Mr. Rys stated that there is a reduction in the amount that was originally presented to the Council in the master control budget equal to approximately \$235,000.

Mr. Harwood agreed.

Atty. Small stated that she is still requesting a narrative from the committee. She needs to look at the change in the scope of the work to compare it to what they originally agreed to so as to determine whether or not it is beyond the scope of what they have already agreed to do. She stated that the Purchasing Agent also had some concerns on this issue as well due to the fact that this contract did go out to bid. She wants that information detailed and documented.

Mr. Harwood stated that the comparison Atty. Small is requesting can be drawn from two documents, the original R.F.P. or contract drafted by Atty. Small and the committee and the schematic A & schematic B documents provided to the Council previously in June. By holding one up to the other you can identify where it has gone. That would be the narrative.

Mayor Dickinson stated, in order to modify a contract you have to show where you are changing the contract and what the prices are to reflect that change.

Mr. Harwood stated, the original bid from Fletcher-Thompson was more than what is before the Council today. The Council, Board of Ed and committee had agreed to condense the project but have not eliminated classrooms, per se. The project is substantially different from the original R.F.P. We can work this out.

Mr. Gouveia asked if it is necessary for the Council to entertain motions accepting this new change.

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Mr. Harwood stated, if the Council wishes to make the motions they may do so but as far as he was concerned the Council has already approved the changes when it approved the schematic design A and B because part and parcel of that was the master control budget. As a result of that approval the committee has expended a significant amount of dollars with the architect and the Comptroller has paid those dollars because the committee is moving forward based on the direction given them.

Mayor Dickinson explained, if you add up the Yalesville School, Moran and Dag bids, the total is \$1,083,850.00. That fee has increased to \$1,547,000. The difference is approximately \$463,000. If additional work is being required or the scope is changed, that has to be incorporated into a contract modification. The bid document did separate out the schools and indicated a fee for each one.

Mr. Harwood stated, the original lump sum on the contract as of August, 1993 from Fletcher-Thompson was \$1,560,050.

Jon Walworth, committee member stated, that is for a project scope of \$14 million. We now have a project scope of \$26 million and we are \$40,000 lower than that.

Mr. Solinsky stated, that includes the additional schools that are now eliminated...the original bid?

Mr. Walworth responded, yes.

Mr. Solinsky stated, we have two different views.

Mayor Dickinson stated, the real increase is at the middle school level and not at Yalesville. There is a \$76,000 increase at Yalesville but a \$390,000 increase at the middle schools. It is correct for the Town Attorney to request that the figures and scope of work be justified.

Mr. Solinsky stated that he would like to see why the middle schools took such a jump and would rather vote after Atty. Small received that information.

Mr. Zandri pointed out that the square footage has almost doubled.

David Routhier, 34 Nod Brook Road, committee member, stated, when the Council approved the adequate program, for Dag and Moran that represented a change. The original R.F.P. was 12,000 sq. ft. per middle school. It is now 40,000 sq. ft. at Dag and 39,000 sq. ft. for Moran.

Atty. Small pointed out that Mr. Harwood's documentation does not reflect the same numbers for square footage as Mr. Routhier stated and that is why she is requesting documentation.

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Mr. Knight stated, each time the committee appears before the Council they stress to us how critical the timeline is to the project, yet, it seems as though Atty. Small has been requesting this information since August.

There was a difference of opinion on the part of the Town Attorney and Mr. Harwood as to the timely fashion in which requests were made and responses given each other.

Mr. Harwood assured that his committee is not trying to obstruct any progress made with regards to the project. It is trying very hard to work through one of the biggest projects to come before the community since the sewer plant. His hope is to have a good liaison from the Council as well as the Board of Education and the Administration. He has asked for a partnership from those groups on this issue from the beginning and feels that the committee has not received it.

Ms. Papale did not recall ever discussing a dollar figure when approving the adequate plan. By stating the figures and voting on them this evening it will clarify exactly what the Council is approving.

Mr. Gouveia amended the motion for the Council to Approve the Following Architectural Fees for Yalesville School, \$655,455; Dag Hammarskjold, \$486,590 and for Moran, \$405,070., Contingent Upon Them Being Mutually Approved by the Purchasing Agent, Town Attorney and the Chairman of the School Building Expansion Committee and a Narrative Prepared Explaining the Changes to Also be Mutually Approved by the Above-Mentioned Individuals, seconded by Mr. Zandri.

Mr. Gouveia made this motion with the intent of clarifying exactly what the Council was approving for design and construction fees for each project stated and to direct the committee to comply with the wishes of the Town Attorney by providing her with the narrative so requested.

Mr. Myers stated that the original contract which the committee worked very diligently on in preparing the specifications for it to go out to bid, has now been changed. That is the Purchasing Agent's concern, that the change has to be appended and the original contract amended. It is going to be very difficult to have the Purchasing Agent approve a new set of fees. It is beyond the scope of his office.

Mr. Zandri stated, the original contract went out to bid and was awarded. The terms of the contract were changed by not only the Board of Education but by the Council. It is understandable that the fees will vary due to the change. We have not exceeded the original quote. Things have gotten shifted around so the shift needs to be identified. The actual dollar amount is less. The scope of the project has changed but it has nothing to do with awarding the contract or the bidding process. It is a different phase all together. Once you hire a contractor, whether it be an architect or not, if you start to make modifications to the original bid, there will most definitely be a change in the original fees. In his opinion, when the Council approved the design change, it was understood that there would be a modification to the fees.

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Mr. Walworth explained, the Purchasing Agent was involved in a detailed negotiation session just so that what ever involvement he should have would be responded to at that point. At that time he witnessed the change in the scope and heard what the committee was asking of the architect and how much movement the committee was demanding of the architect in that meeting. He reminded the Council that this is the first or second largest project undertaken by the Town by a group of about five people who are left on the committee and remain active, meeting approximately every Thursday night since the inception of the committee. There is no technical staff and one part-time secretary. The committee may not be as responsive to a staff request as an office who has the resources available to them, simply because of the nature of their composition. There are also times when an office does not respond expediently to the committee's contacts as well. It is not a simple process.

Mr. Zappala stated, he will vote in opposition of the motion due to the fact that he did not have a chance to argue the point that the middle schools should not be one joint project. The Council approved the project as presented and now we are going to have to live with it.

VOTE: Duryea was absent; Papale, Zappala and Solinsky, no; all others, aye; motion duly carried.

ITEM #12 Discussion and Possible Action on Extending the Charge of the Advisory Maintenance Committee to Include Looking Into the Possibility of Building a Park and Recreation Center at the Community Lake Site Including Cost Estimates as Requested by Councilor Peter A. Gouveia

Motion was made by Mr. Knight, seconded by Mr. Gouveia.

Mr. Gouveia stated that he is not very happy with the planning that has taken place in providing a recreation center. We are all in agreement that a center is needed and that it is a priority. Some possible sites have been explored, however, he would prefer to see the building located on a site which would enhance existing Town facilities and, in the process, have the site enhanced by the building and its surrounding activities. If Community Lake was a good location for the Boys & Girls Club then it will be suitable for the recreation center. He would prefer to have someone with expertise study the site and needs of the recreation department to see if they are compatible and report back to the Council in one month with ball-park estimates along with a preliminary determination as to whether or not the proposal is feasible.

Mr. Knight stated, it is a legitimate option which should be pursued. He asked, did we have a recreation committee?

Mr. Gouveia responded, we have a Recreation Center/Ice Rink Committee who, as an aside, was to look into this, however, he stated that he believed that they are no longer looking into it.

Mr. Knight asked, the recreation center was part of their charge?

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Mr. Gouveia responded, yes, but they are not pursuing that any longer. What upsets him is that the current plan amounts to waiting for a building to be foreclosed on and then we move on it. We are waiting for another building to go up for sale in town and then we move on it. That is not planning. There should be a clear direction as to where we want the building. He stated that he believed Community Lake to be a good site for the building and he could be wrong, however, the committee can help determine that. He is giving them only one month to make that determination.

Mr. Knight pointed out that the next item on the agenda is the re-naming of the Community Lake Study Committee. Perhaps that is the committee to assign this to since they have already performed the "spade" work.

Mr. Gouveia responded, he believed that the committees have two, distinct charges and are not similar in any way.

Mr. Knight thought that the Community Lake Study Committee may have a head start on a feasibility study on whether or not that property is a good location.

Mr. Gouveia agreed and stated that this charge does not preclude the Community Lake Study Committee from discussing the history or data gathered to this point with the Advisory Maintenance Committee.

Mr. Rys asked, are the members of the Advisory Committee willing to take on this expanded charge? He did not want to burden the committee with additional responsibilities.

Mr. Gouveia stated, if the committee is unwilling to accept the charge they can do so. It is a one-month charge.

Mr. Zappala stated, this issue became part of the committee's discussion at their last meeting at which time they decided that they would be very willing to accept the charge. He is in favor of Mr. Gouveia's motion and feels that the committee is very capable of completing the charge given them if approved by the Council.

Mr. Killen stated, at the last meeting of the Community Lake Study Committee they mentioned the possibility of building at Community Lake as well as exploring a different site that had not been considered before. They will be meeting again Thursday night (10/27/94) if someone from the Advisory Maintenance Committee wishes to attend.

Mr. Bradley commended Mr. Gouveia for bringing forth his issue, Mr. Zappala for bringing forth the Golf Course issue and Mr. Killen for bringing forth the Community Lake issue. One of the members on the Advisory Maintenance Committee is also on the Recreation Center/Ice Rink Committee. He suggested that the Council reconsider giving the charge to the committee who has been looking the closest at this issue, the Recreation Center/Ice Rink Committee. He asked the question that he has asked year after year which is, where is the plan? There is no plan for any of the projects in the budget. Let's at least get one going and completed.

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VOTE: Duryea was absent; all others, aye; motion duly carried.

ITEM #13 Discussion and Possible Action on Re-Constituting the Community Lake Study Committee as Requested by Councilor Albert E. Killen

Motion was made by Mr. Killen that the Present Community Lake Study Committee be Dissolved with Thanks and a New Community Lake Study Committee be Appointed as Follows:

Salvatore Rascati
Charles Timlin
Jeffrey Borne
Dr. Wm. Dickinson
Janet Budzinack

Philip Wright, Jr.
Romeo Dorsey
Ted Hax
Walter Serbent
Laurence Zabrowski

and Five Alternates as Follows:

Charles Uznanski
Paul Body
Nick Kearns

Joel Rinebold
Philip Wright, Sr.

Seconded, by Mr. Knight.

Mr. Solinsky asked Mr. Killen if he has spoken with the above-named individuals?

Mr. Killen stated, most of the people are already on the present committee and the alternates are those who have come forward stating that they would like to serve on the committee.

VOTE: Duryea was absent; all others, aye; motion duly carried.

ITEM #7 Report Out on the Status of the Relocation and/or Construction of Studio Space for Government Access Television as Requested by Councilor Geno J. Zandri, Jr.

Mr. Zandri asked the Mayor to bring the Council up to date on this issue since no one was present in the audience from Government Access Television nor the Program Planner's Office for this matter.

Mayor Dickinson explained that architects have been interviewed, the bidding process was completed and the low bidder did not provide the necessary insurance forms or something was inadequate so they are going to authorize the next lowest bidder to proceed with the initial phase of reviewing the feasibility of the project at a cost of \$3,000. If we are able to locate another site, we have to be careful not to spend any more than we have to. What was originally desired was a 3,000 sq. ft. area and the carriage house is not close to that.

Mr. Zandri asked, is there a timeframe associated with the project?

Mayor Dickinson answered, he did not think that it would take too long to complete the feasibility phase.

Mr. Zandri was under the impression that a feasibility study had been completed prior to going out to bid on this?

Mayor Dickinson answered, this is not a study....this architect, in looking at the space, will determine what is feasible given the space and the building as it appears. With a potential for a site which is more adequate the people concerned would rather see a 3,000 sq. ft. area rather than next door to this building, if that is at all possible.

Mr. Zandri asked, didn't the Council approve that site for the studio and also that we were going to go forward with the sale of the Former Yalesville Firehouse?

Mayor Dickinson answered, right.

Mr. Zandri did not recall anyone coming back before the Council informing them that alternate sites were being looked at.

Mayor Dickinson answered, it has been discussed as part of a recreation center and that is of real interest to the key people directly involved, Scott Hanley, Manager, Government Access Television, is very interested in that as a potential solution. It will result in much more space and the money can be put to better use in space of that kind vs. trying to retro-fit the building next door.

Mr. Zandri asked, wasn't it one of Mr. Hanley's goals to be close to this facility?

Mayor Dickinson answered, his need is a studio that will accommodate the programming which he will foresee as gradually growing into over the years. The space necessary for that has always been indicated as 3,000 sq. ft. That is not the case next door and Mr. Hanley was willing to say, if nothing else is available then I will take that. If there is, however, a more adequate space available then he is interested in something larger than what would be provided by the carriage house. At the sites which have been discussed as possible recreation center sites, an indication has been made to set aside 3,000 sq. ft. for studio space.

Mr. Zandri asked, the dollars that the Council has already set aside for this project will go towards the recreation center project?

Mayor Dickinson responded, they can be utilized there but the Council has to keep in mind the capital equipment needs of the station which approach somewhere in excess of \$100,000 if not higher. The money was set aside strictly for construction.

Mr. Zandri did not see the capital equipment needs as a prerequisite for giving them the studio that they have been asking for over the last few years. If we only have dollars at this point in time to give them the studio then perhaps they are going to have to live with the existing equipment for a few years until other dollars become available.

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Mayor Dickinson stated, significant portions of equipment will have to be replaced. Ideally, that replacement would occur with a new studio but nonetheless it is a significant expenditure.

Mr. Zandri stated, \$150,000 is currently set aside for construction.

Mayor Dickinson agreed.

Mr. Zandri responded, all of this hinges on the recreation center which could be one to three years away.

Mayor Dickinson stated, the effort behind the Fairfield Blvd. property was to try and obtain it to meet the needs of both the recreation department as well as the studio space since it was on the market for significantly less money than new construction.

No action taken.

ITEM #15 Consider and Approve Tax Refunds (#82-90) in the Amount of \$410.60 - Tax Collector

Motion was made by Mr. Knight, seconded by Mr. Rys.

Mr. Solinsky asked, are we in litigation with Thurston Foods?

Atty. Small responded, yes, we have a tax appeal. This tax refund we are approving is a separate issue.

VOTE: Duryea was absent; all others, aye; motion duly carried.

ITEM #16 Note for the Record Financial Reports of the Wallingford Public Library, Senior Citizen Center and Visiting Nurse Association

Motion was made by Mr. Knight, seconded by Mr. Killen.

VOTE: Duryea was absent; all others, aye; motion duly carried.

ITEM #17 Approve and Accept Minutes of the October 11, 1994 Town Council Meeting

Motion was made by Mr. Knight to Approve the Minutes with Revisions Made to Pages 9 & 16 to Reflect that Ms. Papale Submitted the Name of Mario Tolla for Membership on the Advisory Maintenance Committee via Mr. Zappala, seconded by Mr. Rys.

VOTE: Duryea was absent; Killen abstained; all others, aye; motion duly carried.

ITEMS #18 & 19 Executive Sessions Pursuant to Section 1-18a(e)(2) and 1-18a(e)(4) of the CT. General Statutes with Respect to Pending Litigation and the Purchase, Sale and/or Lease of Property, respectively

- Excessive Compensation Matters
- Small Claims Matter of Robert G. Basilicato, et al vs.
 Town of Wallingford
- School Building Expansion Project

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It is noted that the Guardian Life Tax Appeals item has been withdrawn.

Motion was made by Mr. Knight to Enter Into Executive Sessions, as Referenced, seconded by Mr. Killen.

VOTE: Duryea was absent; all others, aye; motion duly carried.

Comptroller Myers was present in the first executive session matter for a period of approximately fifteen minutes.

In attendance for all executive session matters were Atty. Small, Mayor Dickinson and the Council. Don Harwood, Chairman of the School Building Expansion Committee was in attendance for the last executive session.

Motion was made by Mr. Knight to Exit the Executive Session, seconded by Mr. Killen.

VOTE: Duryea was absent; all others, aye; motion duly carried.

Motion was made by Mr. Knight to Approve the Claim of Robert Basilicato in the Amount of \$994.45., seconded by Mr. Rys.

VOTE: Duryea was absent; all others, aye; motion duly carried.

Motion was made by Mr. Rys to Adjourn the Meeting, seconded by Mr. Killen.

VOTE: Duryea was absent; all others, aye; motion duly carried.

There being no further business, the meeting adjourned at 12:38 a.m.

Meeting recorded and transcribed by:

Kathryn F. Milano
Kathryn F. Milano
Town Council Secretary

Approved by:

Thomas D. Solinsky
Thomas D. Solinsky, Chairman

Date

Kathryn J. Wall
Kathryn J. Wall, Town Clerk

Date

November 9, 1994

Appendix I



OFFICE OF THE MAYOR

**TOWN OF WALLINGFORD
CONNECTICUT**

WILLIAM W. DICKINSON, JR.
MAYOR

PROCLAMATION

- WHEREAS**, alcohol and other drug abuse in this nation has reached epidemic stages, and the 15-24 year old age group is dying at a faster rate than any other age group, and
- WHEREAS**, it is imperative that visible, unified prevention education efforts by community members be launched to reduce the demand for drugs, and
- WHEREAS**, Connecticut communities for Drug Free Youth, Inc. and the Town of Wallingford are sponsoring the Red Ribbon Campaign offering citizens the opportunity to demonstrate their commitment to drug-free lifestyles, and
- WHEREAS**, the Red Ribbon symbolizes a commitment to a drug free, healthy lifestyle: no use of any illegal drug and no illegal use of alcohol or any other legal drug, and
- WHEREAS**, the Red Ribbon Campaign will be celebrated in every community in America during "Red Ribbon Week," Oct. 22-Oct. 30, 1994, and
- WHEREAS**, business, government, law enforcement, school, religious institutions, service organizations, youth physicians, senior citizens, military, sport teams and individuals will demonstrate their commitment to drug-free, healthy lifestyles by wearing and displaying Red Ribbons during this week-long campaign, and
- WHEREAS**, the Town of Wallingford further commits its resources to ensure the success of the Red Ribbon Campaign.

NOW THEREFORE, I, William W. Dickinson, Jr., Mayor of the Town of Wallingford, do hereby proclaim Oct. 22-Oct. 30, 1994 as:

RED RIBBON WEEK

and encourage the citizens of Wallingford to pledge:

THE CHOICE FOR ME, DRUG FREE!

William W. Dickinson Jr.

William W. Dickinson, Jr.
Mayor

DATED THIS 14th DAY OF October, 1994
WALLINGFORD, CONNECTICUT



TAX ABATEMENT FOR CERTAIN FARM PROPERTIES

BE IT ENACTED BY THE TOWN COUNCIL IN SESSION:

SECTION 1. ABATEMENT

Pursuant to the provisions of Section 12-81m of the General Satutes, the Town of Wallingford hereby abates fifty (50%) percent of the property tax of any of the following properties provided such property is maintained as a business: (1) dairy farm, (2) fruit orchard, (3) vegetable farm, and (4) nursery farm, for the Grand List October 1, 1994 and thereafter,

SECTION 2. APPLICATION

The application for abatement of property of any such property shall be made by the owner of such property to the Assessor on or before January 3, 1995 in order to qualify for such abatement for the Grand List of October 1, 1994 and on or before the first day of November in all subsequent Grand List years for which such abatement is applied for. Failure to make such application within the time provided herein shall disqualify the owner for property tax abatement for the applicable Grand List year. The application shall be recorded on the Land Records of the Town of Wallingford by the Tax Collector upon his processing of such abatement.

I HEREBY CERTIFY that this Ordinance was enacted by the Town Council of the Town of Wallingford this _____ day of _____, 1994, in accordance with the provisions of the Charter of the Town of Wallingford.

Kathryn J. Wall, Town Clerk

APPROVED

WILLIAM W. DICKINSON, JR., MAYOR

DATE: _____



Town of Wallingford, Connecticut

Appendix III

TOWN ATTORNEY
JANIS M. SMALL
ASSISTANT TOWN ATTORNEY
GERALD E. FARRELL
CORPORATION COUNSEL
ADAM MANTZARIS

DEPARTMENT OF LAW
WALLINGFORD TOWN HALL
45 SOUTH MAIN STREET
WALLINGFORD, CT 06492
TELEPHONE (203) 294-2140
FAX (203) 294-2073

October 25, 1994

Mr. Peter A. Gouveia, Chairman
Ordinance Committee
Town Council
45 South Main Street
Wallingford, CT 06492

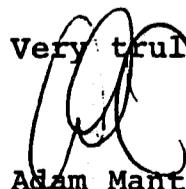
Dear Peter:

The public hearing notice, agenda item no. 10, referred to the language in the existing resolution. When the proposal was made to provide for such tax abatements by ordinance rather than by resolution, August 1994, the language in Public Act 94-201 was not available. In order to put on the floor the changes decided upon at the Ordinance Committee meeting on October 20, 1994, motions to amend would be required to cover the following:

1. To change the title to "Tax Abatement for Certain Farm Properties."
2. To add "vegetable farm" and "nursery farm" to the farm properties that would be eligible for exemption.
3. To delete the ten (10) year payback requirement in the event of sale.
4. To change the application date for the List of October 1, 1994 to no later than January 3, 1995.

There are other language changes in the ordinance covering the additional farm properties, but none are substantive. Appended is a copy of how the ordinance would read with the above changes. Also appended is a copy of Public Act 94-201.

Very truly yours,


Adam Mantzaris
Corporation Counsel

AM/bja

Enclosures

cc Janis M. Small, Town Attorney